



TRACK Trail Partnership Memorandum of Understanding

Between the Kids in Parks Program
and the **TKTKTKTKK Partner Agency**

The Blue Ridge Parkway Foundation’s Kids in Parks program and the **TKTKTKTKK Partner Agency** have come together to collaborate on a TRACK Trail at the **TKTKTKTKK Location**; and

The partners listed below have agreed to enter into a MOU in which Kids in Parks will be the lead agency and the **TKTKTKTKK Partner Agency** will be the lead partner; and

Both partners herein desire to enter into a MOU setting forth the services to be provided by the collaborative.

Purpose

The mission of the Kids in Parks program is to work together with partners throughout the country to promote children’s health and the health of our parks by increasing physical activity and engaging families in outdoor adventures that foster a meaningful connection to the natural and cultural world. Kids in Parks accomplishes its mission through the installation of TRACK Trail—a series of networked hiking trails that provide self-guided materials designed to turn an ordinary hike into a fun-filled adventure.

The purpose of this Memorandum of Understanding is to outline the responsibilities each agency listed above will undertake through this partnership. The partnering agencies listed above agree that the TRACK Trail is a great partnership opportunity, connecting the **TKTKTKTKK Location** with the other TRACK Trail sites in the network for years to come.

Roles and Responsibilities

Both partners, by way of this Memorandum of Understanding, agree to the following:

Kids in Parks will be responsible for:

- Communicating efficiently with partner agency during the development of the TRACK Trail
- Scheduling planning meetings with partner agency and park management during development of the TRACK Trail
- Maintaining communication with partner agency and park staff for the duration of the MOU
- Designing and procuring the trailhead sign
- Providing a trailhead kiosk frame and trailhead construction manual
- Providing a series of self-guided brochures (4 topics, with 2,000 copies of each)
- Development of a TRACK Trail webpage on the Kids in Parks website for Partner Agency’s site(s)
- Maintenance of the Kids in Parks website and TRACK Trail webpage(s) for Partner Agency’s site(s)
- Linking any of the program’s e-Adventure content that align with any of the standard brochures selected for Partner Agency’s site(s) on the TRACK Trail webpage for Partner Agency’s site(s)
- Providing warranty information for installed materials (signs and brochure holders)
- Tracking and reviewing data collected about use of the TRACK Trail(s) at Partner Agency’s site(s)
- Providing annual data reports about use and users of the TRACK Trail(s) on Partner Agency’s site(s)
- Distributing incentives to qualifying Trail TRACKers (kids who register TRACK Trail adventures) at Partner Agency’s site(s)
- Promoting and marketing Partner Agency’s site(s) TRACK Trail(s) through our various media outlets
- Providing assistance to write and apply for grants that further support trail efforts
- Providing technical assistance and training to help integrate the program into existing programming
- Providing assistance and consultation regarding the grand opening event
- Creating a Partner Dashboard on the program’s website that allows partner agency to monitor the use of its TRACK Trail(s). The Partner Dashboard membership fee is included in the first year of partnership. Continued use of the dashboard is tied to the program’s optional annual fee as described in Exhibit 3

TKTKTKTKK Partner Agency will be responsible for:

- Communicating efficiently with Kids in Parks staff during the development of the TRACK Trail(s)
- Scheduling planning meetings with Kids in Parks staff during development
- Maintaining communication with Kids in Parks staff for the duration of the agreement
- Constructing and installing the TRACK Trail trailhead kiosk

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- Maintaining the appearance of the TRACK Trail trailhead (landscaping, fixing vandalized materials, etc.)
- Restocking the TRACK Trail trailhead kiosk with brochures as needed
- Maintaining the TRACK Trail, ensuring its safe passage (clearing dangerous debris, fixing dangerous situations, etc.)
- Promoting the TRACK Trail through various media outlets (website, enews, facebook, etc.)
- Providing photos, testimonials, and other important information regarding the TRACK Trail to Kids in Parks
- Advising Kids in Parks as to any managerial issues regarding the trail (criminal activity, vandalism, etc.)
- Seeking ways to integrate the trail with community projects and activities
- Coordinating a grand opening celebration
- Providing funds for the project as outlined in the attached budget (Exhibit 1)
- Purchasing additional brochures as needed (Exhibit 2)
- Pay an optional annual fee to obtain added program benefits: detailed data reports, Partner Dashboard, extended warranties on materials, and discounted pricing on brochure order and licensing fees as outlined in Exhibit 3

Kids in Parks and Partner Agency Responsibilities Clause

The responsibilities listed in the sections above may change based on discussion with Kids in Parks staff and partner agency staff. Often times the MOU is entered into prior to certain decisions being finalized and, thereafter, the responsibilities may change slightly. For example, the trailhead sign kiosk/frame may be constructed by the partner agency on site, therefore negating the Kids in Parks program's responsibility to provide the sign frame.

Timeline

The roles and responsibilities described above are agreed to through this MOU from signed date and continuing for a period of three (3) years, at which time the MOU can be resigned, revised, or terminated. The MOU may also be revised at any time during the three-year period provided both parties agree to the revision(s) in writing. If the MOU expires without being resigned, the trail(s) will remain in network until a new MOU can be signed or is officially terminated.

Termination of Agreement

This Agreement may be terminated by either party for any reason. Such termination shall be effective thirty (30) days after written notice to the other party. Failure of one party to fulfill its responsibilities as outlined above may result in immediate termination of this MOU. In the event of termination, all products and materials with the Kids in Parks logo must be returned to the Kids in Parks program and/or destroyed within thirty (30) days.

Warranties

The Kids in Parks program's TRACK Trail materials come with varying levels of warranty from their manufacturer. For example, the HPL (high pressure laminate) trailhead signs typically come with a 10-year manufacturer's warranty and the brochure holders provided by Kids in Parks come with a 1-year warranty serviced by Kids in Parks. Please see Exhibit 4 for more information regarding warranty timelines. Note: Constructing a kiosk NOT provided as part of the Kids in Parks package may void your site's sign warranty.

Rights and Ownership

The Blue Ridge Parkway Foundation and Kids in Parks retain all rights to works created as part of TRACK Trail development. All signs and brochure content are the intellectual property of the Kids in Parks program. If partner agency's site(s) implement(s) a self-guided brochure or e-Adventure, and provides content (text, pictures, illustrations, diagrams, etc.) for the development of those materials, those elements remain in the control of partner agency. However, the packaged sign design, brochure design, and e-Adventure design as completed by the Kids in Parks staff cannot be repurposed, altered, edited, branded, or trademarked by the partner agency for its use.

Liability

Subject to and to the fullest extent permitted under applicable law, each party will defend, indemnify, and hold each other party and its Representatives (as defined below) harmless for, from, and against all claims, losses, damages, and/or liabilities, including, without limitation, attorney fees and related costs and expenses (collectively, "Damages"), arising out of or related to the party's performance of its obligations under this MOU. Each party's indemnification obligation under this MOU will survive the expiration or earlier termination of this MOU. For purposes of this MOU, the term "Representative(s)" means the directors, officers, members, employees, representatives, and agents of the identified party.

Without otherwise limiting the immediately preceding paragraph, subject to and to the fullest extent permitted under applicable law, Partner Agency will defend, indemnify, and hold Foundation and its Representatives harmless for, from, and against all

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Damages arising out of the use or access to Partner Agency's TRACK Trail(s) site(s) in connection with this MOU, excepting any Damages arising from Foundation's acts or omissions.

Force Majeure

Neither party shall be in breach of its obligations under this agreement nor incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligation under this Agreement.

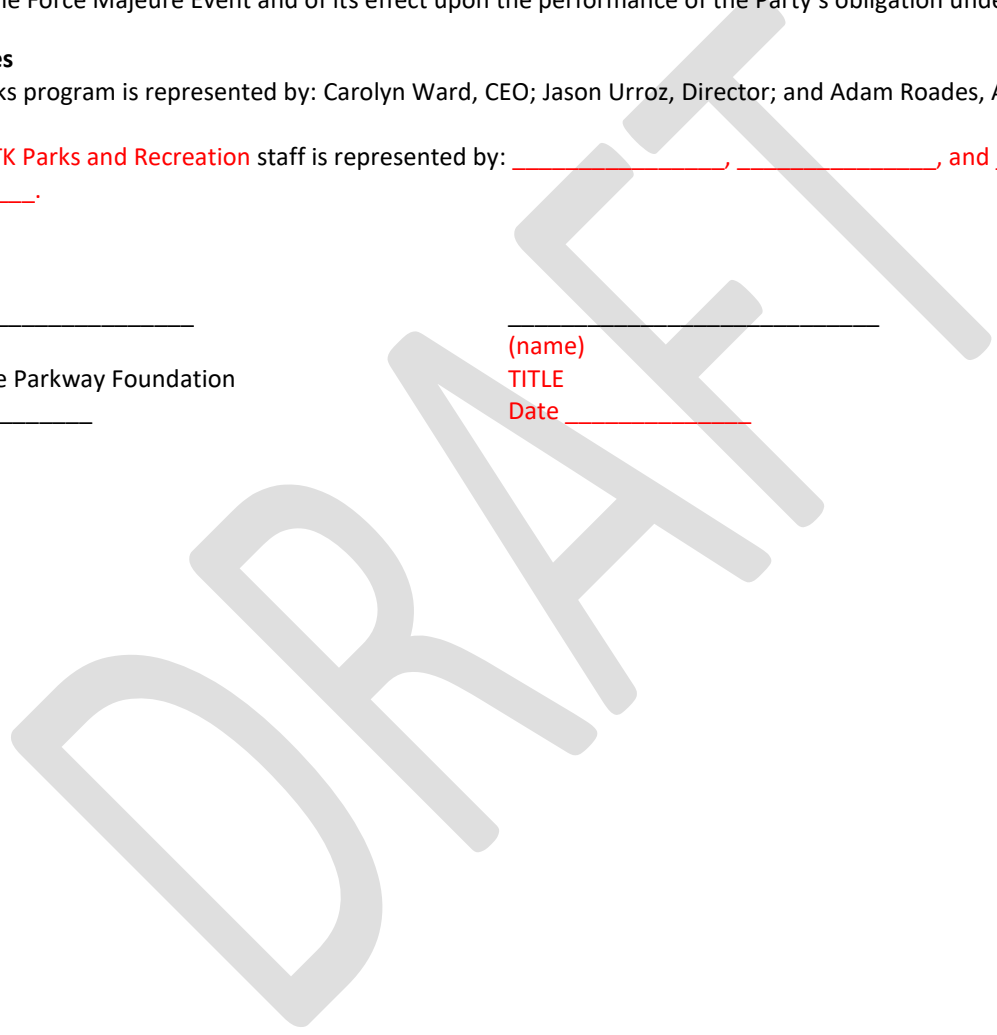
Involved Parties

The Kids in Parks program is represented by: Carolyn Ward, CEO; Jason Urroz, Director; and Adam Roades, Associate Director.

The TKTKTCTK Parks and Recreation staff is represented by: _____, _____, and _____.

Carolyn Ward
CEO, Blue Ridge Parkway Foundation
Date _____

(name)
TITLE
Date _____



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Exhibit 1 – Kids in Parks Start Up Cost Sheet



Kids in Parks TRACK Trails Startup Costs

This document represents the standard startup cost to “franchise” into the Kids in Parks TRACK Trails program, and provides information about the costs of add-ons to improve the uniqueness of the TRACK Trail(s) at your site(s).

Base Package: \$4,999

The Base Package includes a trailhead kiosk/sign frame, four brochure holders, four sets of self-guided brochures (2,000 copies of each), a trail page on the Kids in Parks website, prizes disseminated to your trail’s registrants, and annual data reports regarding the use of your trail.

TRACK Plus+ Package: \$6,500

The TRACKplus+ Package include everything in the Base Package plus:

- Customizable Brochures: Our entire catalog of brochures with customizable options
- Travel: Visiting your site for trail evaluations and grand openings
- Trail Blazes: 10 trail blazes to mark the route of your TRACK Trail

TRACK Trail Add-ons: Prices Vary

Partners can enhance their TRACK Trail with custom materials, activity stations, interpretive panels, and other materials designed specifically for the resources at your site.

Materials / Deliverables	Description	Cost
Site-specific Brochure(s)	Site-specific brochure designed specifically for the TRACK Trail at your site(s). Printed in one-off batches. 2,000 copies. Starting at:	\$1,500+
e-Adventures	Site-specific e-Adventure content designed specifically for the TRACK Trail at your site(s). Web-based. Starting at:	\$1,500+
Interpretive Panels	Design and fabrication of an interpretive sign that can be installed along your TRACK Trail. Prices vary on size, materials, sign frame, and design time. Starting at:	\$2,000+
Citizen Science Stations	Stations with science equipment and corresponding site-specific brochures tied to curriculum standards. Prices depend on number of stations, equipment, brochure design time, and brochure/sign printing. Call for quote:	\$Quote

Community Integration Kits:

Build an environment of outdoor activity, with your TRACK Trail(s) at the center. Kids in Parks offers various materials, including: TRACK Rx materials regional healthcare providers can use to prescribe your trail, Backyard Adventure brochures that can be placed at community centers, TRACK Packs loaded with gear kids can use along the trail, rack cards, posters, and more. Please contact Kids in Parks for pricing options.

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Kids in Parks TRACK Trails

Ongoing Budget

This budget document represents the ongoing costs and shipping fees to maintain the brochure supply for your site’s TRACK Trail. Depending upon the visitation at your site and the brochures selected for your site, the costs to restock the brochure-led adventures will vary. We print our most popular “Standard” brochures in larger quantities, allowing us to pass on the savings to our partner locations. Site-specific brochures are printed in one-off batches and are therefore more expensive. Please consult with Kids in Parks staff regarding your preferences before making your final selections.

Materials / Deliverables	Description	Cost
Standard Brochure Option 1	From our large batch print runs: Hide and Seek, Animal Athletes, Flower Power, Bug Out, Quest for Dragons. Reorder. 2,000 copies. Ask KIP for a complete list.	\$200
Standard Brochure Option 2	From our medium batch print runs: Bug Out, Flower Power, Types of Trees, Birds of the Region, Finding Ferns, Fun with Fungi, TKTKTK. Reorder. 2,000 copies. Ask KIP for a complete list.	\$250
Customizable Brochure Option	Customized versions of our Standard Brochures and other brochure options. Printed in one-off batches. 2,000 copies.	\$500
Site-Specific Brochure Option	Site-specific brochures created specifically for the TRACK Trail at your site(s). Printed in one-off batches. 2,000 copies.	\$500
Shipping	Prices vary based on weight and location. ~\$50 per set of 2,000.	\$50

Reducing Costs:

Partners can reduce the cost per brochure by ordering larger print quantities. However, be sure you have adequate storage space in a proper facility before considering this option. Contact KIP staff for pricing options.

Additional Brochures:

TRACK Trail partners have the option to have more than four brochure topics for their site(s), or to choose alternative brochure topics for future restocking/print runs. The costs associated with the restocking/printing of those brochure options vary depending upon the brochure topic selected and the category of that brochure in the Kids in Parks catalog, as noted above.

Printing Locally:

Your site may have alternative printing options (GPO, state printer, local printer). If you are mandated to use a particular printer, or you feel you can reduce costs by printing with a local vendor, KIP will provide you with print-ready PDF files and work with your printer to ensure quality standards are met. Brochures printed through another vendor must meet the following specs: 80#, White Gloss Book, FSC Certified, Legal Size, Tri-Folded, 4C/4C.

This option introduces a one-time Licensing Fee of \$150 per brochure topic.

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Exhibit 3 – Ongoing (Optional) Annual Fee that is the Responsibility of the Partnering Agency/Agencies



Kids in Parks TRACK Trails Annual Fee

In an effort to continue to improve the program’s offerings and maintain sustainability, Kids in Parks has instituted an optional annual fee that provides its opt-in partners with added benefits. These benefits include:

- Detailed annual data report
- Extended warranty of materials provided by Kids in Parks (signs and brochure holders)
- Partner dashboard access with ability to see real-time data regarding use of your site(s) TRACK Trail(s) and export data spreadsheets regarding your site(s) registrants
- Licensing fee: applies to partners printing their own brochures and using program graphics
- Discounts on brochure orders: \$50 off each set of 2,000 copies

Annual Fee	Description	Cost/Year
Annual Fee	Detailed Data Report, Partner Dashboard, Extended Warranty, Licensing Fee, Discounts on Brochure Orders	\$400
Additional Sites	For partners with multiple sites, the first TRACK Trail is \$400 and each additional trail is \$50	\$450+

Opting-Out:

Kids in Parks realizes that park budgets can be restrictive and that our partners may NOT be able to opt-in to the annual fee. In these situations, Kids in Parks will still provide the same high quality materials to our partners and their visitors (signs, kiosks, brochure holders, brochures, webpage, and prizes). The differences between the benefits listed above and the non-annual fee partner package are listed below:

- Standard annual data report (YES)
- Standard warranty of materials provided by Kids in Parks (signs and brochure holders) (YES)
- Partner dashboard access with ability to track and export visitor use data (NO)
- Licensing fee (applies to partners printing their own brochures and using our graphics) (NO)
- Discounts on brochure orders: \$50 off each set of 2,000 copies (NO)

Opting-In:

Partnering sites can opt-in to the annual fee at any time, and their “membership” will begin on the date of payment receipt and credited for the duration of time that is paid (i.e., one year, two year, three years, etc.). The Annual fee is non-refundable and membership does not survive the termination of the agreement.

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Kids in Parks TRACK Trails Warranties

From our signs to our kiosks, to our brochures and brochure holders, the Kids in Parks program strives to provide the highest quality materials for our TRACK Trail partners. This document provides a general outline of the warranties that come with your TRACK Trail package. Some of these warranties are provided by our vendors, and some of them are provided by Kids in Parks as a way to honor our products. Because MOU documents are generally entered into in advance of vendors being selected and materials being produced, this Exhibit serves as a generic statement regarding the warranties associated with our most commonly materials.

These warranties do not cover acts of vandalism or acts of god associated with nature or natural disasters (i.e., a tree falls on the kiosk and destroys the sign; a hurricane causes a flood and washes the kiosk away, etc.).

Trailhead Signs:

Kids in Parks uses a High Pressure Laminate (HPL) sign for its trailhead signs for most TRACK Trail installations. HPL signs typically come with a 10-year manufacturer's warranty. Partner sites may opt to use a different material due to agency-based sign standards or cost-reduction strategies. These alternate sign materials may not provide the same warranty timeframe.

- **High Pressure Laminate Trailhead Sign:** 10-year factory warranty
- **Di-Bond Metal Sign with UV laminate coating:** 1-year factory warranty
- **PVC Sign:** 1-year factory warranty

Trailhead Kiosks:

Kids in Parks has transitioned into using an upright metal kiosk/sign frame with a built-in plate that accepts the brochure holders. These high-quality kiosk frames come painted from the manufacturer in colors that (probably) align with other sign frames partner site(s) may be using. Partner sites may opt to use a similar kiosk/sign frame in an alternative style: wall mounted or 45* / 60* cantilever with brochure holder bracket mounts for each leg.

Partner sites may also choose to construct their own kiosk/sign frame; or, with appropriate permissions, utilize an existing kiosk/structure. However, this option may void the sign manufacturer's warranty.

Brochure Holders:

Kids in Parks provides a 1-year warranty against defects in the brochure holders it provides. Such defects may include breaking due to natural causes, delamination of glue, weathering, leaking, etc. After one year, partners that have opted-in to the Annual Fee receive extended warranties of these materials for up to five years, while their Annual Fee membership is active. Partners that have opted to not pay the annual fee will be charged \$30 + shipping for new brochure holders. Brochure holders that have been maliciously vandalized by park visitors are **EXPLICITLY EXCLUDED FROM THIS WARRANTY.**